From: <u>e-rate</u>
To: <u>Appeals</u>

Subject: Appeal3\_1005884

 Date:
 Tuesday, June 28, 2016 3:10:10 PM

 Attachments:
 Appeal3 PY18 ISP471#1005884.pdf

MOB Board Approved ISP Resolution.pdf WNYRIC Internet Access Service.pdf

Importance: High

# Good afternoon -

Please see the appeal documentation regarding 471 #1005884, FRN 2792274. We are appealing the denied decision letter dated June 23, 2016.

Thank you!

MADISON-ONEIDA BOCES 4937 Spring Road Verona, NY 13478

June 28, 2016

# VIA ELECTRONIC MAIL (appeals@sl.universalservice.org)

Letter of Appeal Schools and Libraries Division Box 125 – Correspondence Unit 80 South Jefferson Road Whippany, NJ 07981

Re: Letter of Appeal of Funding Commitment Decision Letter Issued

11/30/2015

Administrator's Decision on Appeal Issued 6/23/16

Applicant: Madison-Oneida BOCES Form 471 Application No.: 1005884

Funding Year: 2015 (07/01/15 – 06/30/2016)

Billed Entity No.: 14735

Funding Request No.: 2792274

# To Whom It May Concern:

On November 30, 2015, the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") issued the above-referenced Funding Commitment Decision Letter that denied Applicant Madison-Oneida BOCES's request for universal service support funding for a portion of Internet Services. The basis for denial of Madison-Oneida BOCES's funding request was explained in the Reporting following the Funding Commitment Decision Letter as follows:

"We have completed our review and determined that FRN **2792274** will be denied because a signed and dated contract or a legally binding agreement with your service provider was not in place **when you filed your FCC Form 471 certification**. Program rules require that a signed contract or a legally binding agreement with your service provider be in place when you file your FCC Form 471 certification or prior to the Funding Year 2015 FCC Form 471 filing window close date."

On January 13, 2016, Madison-Oneida BOCES appealed this decision and provided additional documentation supporting the appeal.

On February 5, 2016, USAC sent on a FY2015 Erate Appeal Information Request form. This form was filled out and submitted on February 11, 2016.

On February 25, 2016, USAC had sent another appeal letter referencing our "Correspondence Dated January 13, 2016." Because our last correspondence was in fact on February 11, 2016, we waiting for another letter from USAC referencing our February 11, 2016 submission.

On June 10, 2016, after not receiving any further information, Madison-Oneida BOCES decided to move forward with another updated appeal with additional information. This information is noted below:

At this time, Madison-Oneida BOCES would like to appeal the denial of funding based on the below:

- Eriel BOCES issued a Request for Bids for Internet Access Service (E15-IAC0120) on January 20,2015. The RFB was for multiple locations. Location B was Madison-Oneida BOCES-MORIC (cf. page 22 of 46).
- The Erie1 RFB also provided under Scope of Work (page 15 of 46) that "Each BOCES RIC will evaluate their individual section of the RFP [sic] and will contract individually with the service provider(s)."
- Section 34 of the Erie1 RFB provided that: "Each bid will be received with the understanding that the acceptance thereof in writing by Erie 1 BOCES, approved by the Board, to furnish any or all of the items described therein shall constitute a contract between the awarded bidder and Erie 1 BOCES. Contract shall bind the awarded bidder on his part to furnish and deliver at the awarded prices and in accordance with the conditions of his bid."
- Furthermore, under New York State law, the acceptance of a bid by a municipal corporation forms a binding contract based on the terms and specifications in the RFB. See Xavier Contr., LLC v. City of Rye, 29 AD3d 687 (2d Dep't 2006), and Dierkes v. Germantown Central School District, 295 AD2d 683 (3d Dep't 2002).
- Therefore, a binding contract was formed between Madison-Oneida BOCES and Time Warner when the Madison-Oneida BOCES Board of Education awarded Time Warner a contract on the basis of Time Warner's response to Erie1 BOCES' RFB E15-IAC0120, upon the terms bid by Time Warner for Location B listed in that RFB. As previously

reported, that contract award occurred on March 5, 2015, a date prior to the date that Madison-Oneida BOCES filed its Form 471 Certification.

Madison-Oneida BOCES strongly encourages this appeal to be accepted and reviewed on the notion that USAC did not provide a letter, denial or acceptance, for the submission on February 11, 2016, which would've indicated an appeal deadline.

Thank you for your time and consideration.

Amanda J Palmer Assistant Director Andrea Kinney Sr. Account Clerk

Madison-Oneida BOCES 4937 Spring Road Verona, New York 13478 (315) 361-2804 (Tel) (315) 361-5595 (Fax) apalmer@moric.org

# MADISON-ONEIDA

## BOARD OF COOPERATIVE EDUCATIONAL SERVICES

"Enabling Learners to Excel"

4937 Spring Road, P.O. Box 168 Verona, New York 13478-0168 Phone 315-361-5510, Fax 315-361-5517

February 9, 2016

To Whom It May Concern:

At the regular monthly meeting of the Madison-Oneida Board of Cooperative Educational Services, held on March 5, 2015, the following resolution was passed:

2014/15-380 A motion was made by Baron and seconded by Hollingsworth to approve the Internet Service Provider bid E15-IACO120 as recommended. There were 8 ayes and 0 nays. The motion carried.

Approve: Internet Service Provider Bid

Sincerely,

Catherine M. Quinn

District Clerk



Serving Herkimer-Fulton-Hamilton-Otsego Jefferson-Lewis-Hamilton-Herkimer-Oneida Madison-Oneida & Oneida-Herkimer-Madison BOCES

To:

Scott Budelmann, Assistant Superintendent

Madison-Oneida BOCES

From:

Heather Mahoney, Director

Mohawk Regional Information Center

Date:

February 19, 2015

Re:

ISP - Bid Award

Attached is the Bid award for Board consideration:

➤ The attached Bid #E15-IACO120 provides updated options and competitive pricing for the Internet bandwidth. Having additional bandwidth availability will be crucial for upcoming PARCC initiatives, Computer-Based testing and 1:1 initiatives.

I recommend and request Board approval for this Internet Service Provider bid on behalf of MORIC component districts.

Att: (1)

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# NOTICE TO BIDDERS REQUEST FOR BIDS

The Erie 1 Board of Cooperative Educational Services ("Erie 1 BOCES"), First Supervisory District, County of Erie, State of New York, hereby invites the submission of sealed bids for:

# **INTERNET ACCESS SERVICE (E15-IAC0120)**

Sealed bids will be received by the Erie 1 BOCES Purchasing Department no later than:

**Date:** January 20, 2015 **Location:** Erie 1 BOCES

355 Harlem Rd.

Time: 2:00 PM West Seneca, NY 14224

Bids will be publicly opened on the date and time listed above. Bid documents must be submitted in a **sealed package** and clearly labeled as "*E-rate Bid E15-IAC0120*". Bids should be delivered to the attention of the Erie 1 BOCES Purchasing Department at the location address listed above. Fax and/or electronically transmitted bids cannot be accepted.

#### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder hereby certifies the following:

- a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) the person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Bidder	(vendor legal name)	
Street Add	ress/City/State/Zip Code	
	•	
Bidder's Email Address	Telephone (inclu	de area code)
Bidder's Signature	Print Name	Date

#### ACKNOWLEDGEMENT

By submission of this bid proposal, the bidder further certifies that:

- a) No member of the Board of Cooperative Educational Services, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- b) No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.
- c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor which this bid is made.
- d) Bid awards are subject to the GENERAL CONDITIONS included herewith in this Bid.
- e) Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".
- f) Unsigned bids or documents will be subject to rejection.

#### **BID INSTRUCTIONS**

- 1. Sign the Non-Collusive Bidding Certification statement located on page 1 of this document.
- 2. <u>THIS IS AN E-RATE BID.</u> Service providers participating in this bid MUST be E-rate eligible and certified by the Universal Service Administrative Company (USAC). Vendors <u>must</u> include a Service Provider Identification Number (SPIN) in order to participate in this E-rate bid. <u>Without a SPIN, bid</u> will be rejected.
- 3. All bid requirements, pricing sheets, and statement of work are included in the *ISP REQUIREMENTS* document.
- 4. CONTRACT TERM: July 1, 2015 to June 30, 2016; Service may commence before July 1, 2015 upon mutually agreed implementation dates. Nevertheless, all contracts will expire on June 30 of an agreed upon year and 1st year pricing will apply to service before July 1, 2015.
- 5. A Purchase Order cannot be guaranteed as a result of any bid award.

#### **BID EVALUATION AND SELECTION PROCESS**

Proposals submitted by responsive and responsible bidders will be evaluated in the selection process based on *Best Value* that is demonstrated to be in the best interests of the public. *Best Value* will be determined (but not limited) on a combination of the following criteria:

- a) Pricing assessed to be the most cost effective on an overall and long-term basis.
- b) Strict compliance in submitting proposals that meet all requirements and specifications contained in this bid at the time of bid submittal.
- c) Possession of corporate resources and proven field capability to meet implementation timelines with no or minimal impact to our client school districts.
- d) Service Provider's history in the implementation and maintenance of this type of service that has been established with other clients. Supporting documentation is required.
- e) Proposal of state-of-the-art technology and leading edge system functionality as specified in the bid for the purposes intended.
- f) Assurances with supporting documentation of customer oriented service levels including response time in resolving issues.
- g) Service Provider's current financial status included with supporting documentation such as Dun & Bradstreet or any similar publication.
- h) Customer references, especially government and school districts.

EXECUTORY CLAUSE - The contract shall be deemed executory only to the extent of funds appropriated and available for the purpose of the agreement, and no liability shall be incurred beyond the amount of such funds. The contract is not a general obligation of Customer or its component school districts. Neither the full faith and credit nor the taxing power of Customer or its component school districts is pledged to the payment of any amount due or to become due under the contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of such contract. In the event no funds or insufficient funds are appropriated and budgeted by the Customer or by its component school districts in any fiscal period for payments due under the contract, the Customer will immediately notify ("VENDOR") of such occurrence. The contract shall terminate as to the Customer upon its failure to appropriate monies for the service provided pursuant to contract on the last day of the fiscal period for which appropriations were received, without further liability therefore.

DOCUMENTS TO BE INCLUDED IN YOUR BID SUBMITTAL
Signed Non-Collusive Bidding Certification - page 1 (one copy)
ATTACHMENT A – PRICING (two copies)
ADDENDUM A – QUESTIONNAIRE (two copies)
SERVICE LEVEL AGREEMENT (two copies)
SUPPORTING DOCUMENTATION (where applicable)

# Questions regarding the specifications of this should be addressed to:

Pat Doyle Technology Services Telephone: (716) 821-7051 Email: pdoyle@e1b.org

# All other questions regarding bid this should be addressed to:

Tom Schiener Purchasing Manager Telephone: (716) 821-7426 Email: tschiener@e1b.org

# ERIE 1 BOARD OF COOPERATIVE EDUCATIONAL SERVICES EDUCATIONAL CAMPUS 355 HARLEM ROAD WEST SENECA, NY 14224

Erie 1 BOCES is an equal opportunity employer

## **GENERAL CONDITIONS**

All invitations to bid issued by Erie 1 BOCES will bind bidders and awarded bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by Erie 1 BOCES.

#### **DEFINITIONS**

"Erie 1 BOCES" shall be the legal designation of Erie 1 Board of Cooperative Services.

"Board" the Board of Education of Erie 1 BOCES

"Notice to Bidders" a formal statement which, when issued by Erie 1 BOCES, constitutes a

solicitation for bids on the services described by the Specifications.

"Bid" an offer to furnish service, which may/may not include materials, supplies, and/or

equipment in accordance with the Notice to Bidders, the General Conditions, and

the specifications.

"Bid Offer" the form on which the bidder submits his/her bid.

"Bidder" any individual, company, or corporation submitting a bid.

"Contract" a notice to the successful Bidder by the issuance of a Purchase Order; also all

documents relating to the transaction, including but not limited to: the Offer of the Awarded Bidder, Notice to Bidders, Request for Bids, Request for Proposals, General Information, General Conditions, Detailed Instructions, Specifications, and Notice Of Award; also a formal document signed by the Awarded Bidder and the

Erie 1 BOCES representative.

"Contractor" any Vendor to whom a Contract is made by the Board of Education.

"Awarded Bidder" any bidder to whom an award is made by Erie 1 BOCES.

"Awarded Vendor" any Vendor to whom an Award is made by Erie 1 BOCES.

"Specification" description of public work, service, materials, supplies, and/or equipment and the

conditions for its purchase.

## **BIDS**

- 1. The date and time of bid opening will be indicated in the NOTICE TO BIDDERS document.
- 2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board.
- 3. Any changes in bid pricing or specifications will not be accepted after the bid opening. If any changes to a submitted bid are requested, then it is the bidder's sole responsibility to request in writing to Erie 1 BOCES that the aforementioned bid be withdrawn and returned to said bidder at bidder's expense. This must be done within a reasonable time PRIOR to the bid opening so as to minimize any disruptions. As such, it shall also be the responsibility of the bidder to resubmit a revised bid if so chosen. However, this revised bid must be received in a sealed envelope by the bid opening date as instructed in the Notice to Bidders.
- 4. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Erie 1 BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 5. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted must be given to constitute a regular bid.
- 6. The Non-Collusive Bidding Certification must be included with each bid proposal as required by General Municipal Law, section 103-d.
- 7. The submission of a bid will be construed that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or service required and a representation that the bidder can furnish the supplies, materials, equipment, or service in compliance with the specifications.
- 8. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
- 9. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 10. The quantities for each Proposal are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
- 11. <u>Sales to Erie 1 BOCES are not affected by any fair trade agreements</u>. (General Business Law, Ch.39, Sec 369-a, Sub. 3, L. 1941)
- 12. No charge will be allowed for federal, state, or municipal sales and excise taxes since Erie 1 BOCES is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. Payment of any tax not covered under said exemption must be mutually agreed upon by both parties.

- 13. In all specifications, the words "OR EQUAL" are understood after each article giving manufacturer's name, catalog reference, or on any patented article. The decision of Erie 1 BOCES as to whether an alternate or substitution is in fact "equal" shall be final.
- 14. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specification of such item. Otherwise, bid will be construed as submitted on the identical item as specified.
- 15. Bids must be on new (not used or remanufactured) material, supplies, and equipment, of latest model, and in current production, unless otherwise specified.
- 16. All manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
- 17. When proposals are requested on a lump sum basis, the Vendor must complete each item in the lump sum group. A Vendor desiring to submit a "no charge" on an item in a group must so indicate; otherwise the entire Proposal for the group may be rejected. Where a bidder is requested to submit a bid on individual items and on a total sum or sums, the right is reserved to award bids on individual items or on total sums or on a combination of both when in the public interest.
- 18. All prices quoted must be in the unit of measure (UOM) specified; e.g., do not quote "per each" when "per case" is requested; otherwise, bid may be rejected.
- 19. Bidder must insert the price per UOM and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
- 20. Prices shall be net including transportation and delivery charges fully prepaid by the awarded bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the awarded bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
- 21. Under penalty of perjury, the bidder certifies that:
  - a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
  - b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
- 22. <u>All bids must be sealed</u>. They may be submitted either in plain, opaque, envelopes, or in those furnished by Erie 1 BOCES.
  - a. Bid envelopes must be clearly marked "Bid". The date/time of the bid opening as indicated on the Notice to Bidders must also appear on envelope.
  - b. Bids must not be attached to or enclosed in packages containing bid samples.
  - c. Email, fax, or telephoned quotations or amendments will not be accepted at any time.

- 23. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Erie 1 BOCES, not later than five (5) days prior to the date fixed for the opening of bids.
- 24. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by Erie 1 BOCES in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
- 25. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the awarded bidder may be required to execute an agreement in relation to the performance of his contract. Such agreement to be executed by the bidder within 15 days after notification to execute such contract.
  - a. If the specifications so state, the awarded bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract.
  - b. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for Erie 1 BOCES.
  - c. The performance bond shall be executed by the awarded bidder at the time of the execution of the contract by the awarded bidder and the Board.

# **BID AWARDS**

- 26. Bid awards will be made to the lowest responsible and responsive bidder or on the basis of Best Value as defined by Erie 1 BOCES that will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
- 27. Erie 1 BOCES reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of Erie 1 BOCES will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
- 28. Erie 1 BOCES reserves the right to reject any and all bid proposals not deemed in the Public's best interest. Erie 1 BOCES also reserves the right to reject as informal such bid proposals, as in Erie 1 BOCES opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services, materials and/or work covered thereby.
- 29. If two or more Vendors submit identical bid proposals as to price, the decision of the Board to award a Contract to one of such identical Vendors shall be final (General Municipal Law, sec. 103, sub. 1).
- 30. Erie 1 BOCES reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made with in a shorter specified time.

- 31. Erie 1 BOCES reserves the option to award bids on a line-by-line basis (individual items), or on defined sub-groups (or a combination of both), or on a grand total sum.
- 32. Vendors should ensure accuracy in figures **prior to** submission. If a Vendor discovers a mistake in an item in their bid proposal award and wants that item award rescinded after it has been Awarded, Erie 1 BOCES reserves the right to rescind the entire award and the Vendor's participation in future Erie 1 BOCES bids may be rescinded.
- 33. Erie 1 BOCES reserves the right to allow all political subdivisions, municipalities, county, school districts, other BOCES, and not-for-profit organizations all authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Erie 1 BOCES and the vendor.

# **CONTRACT**

- 34. Each bid will be received with the understanding that the acceptance thereof in writing by Erie 1 BOCES, approved by the Board, to furnish any or all of the items described therein shall constitute a contract between the awarded bidder and Erie 1 BOCES. Contract shall bind the awarded bidder on his part to furnish and deliver at the awarded prices and in accordance with the conditions of his bid. Awarded bid prices shall be firm for the contracted period.
  - a. Contract shall bind Erie 1 BOCES on its part to order from such awarded bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, within ten (10) per cent over or under the award quantity, unless otherwise specified.
- 35. The placing in the mail of a notice of award or purchase order to the successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
- 36. Any and all Awards resulting from this bid proposal shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a service.
- 37. The Awarded Vendor is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Office of the Assistant Superintendent for Business within five (5) working days of the Notification of Award. No corrections will be made beyond that date. If clerical errors are discovered too late to be corrected, a "no award" will be issued on those affected services. The services may be re-bid at a later date.
- 38. If the awarded bidder fails to deliver within the time specified or within reasonable time as interpreted by Erie 1 BOCES, or fails to make replacement of rejected articles, when so requested, immediately or as directed by Erie 1 BOCES, Erie 1 BOCES may purchase from other sources at awarded bidder's expense to replace the item rejected or not delivered.
- 39. Erie 1 BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the awarded bidder agrees to reimburse Erie 1 BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the awarded bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

- 40. A contract may be canceled by Erie 1 BOCES at the awarded bidder's expense upon non-performance of contract.
- 41. If the awarded bidder fails to deliver as ordered, Erie 1 BOCES reserves the right to cancel the contract and purchase the balance from other sources at the awarded bidder's expense.
- 42. Cancellation of contract for any reason may result in removal of the awarded bidder's name for future proposals for an indeterminate period.
- 43. When materials, equipment, or supplies are rejected, they must be removed by the awarded bidder from the premises of Erie 1 BOCES within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and Erie 1 BOCES shall have the right to dispose of them as its own property.
- 44. No items are to be shipped or delivered until receipt of an official order from Erie 1 BOCES.
- 45. It is mutually understood and agreed that the awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of Erie 1 BOCES.
- 46. Contractor hereby acknowledges receipt, at the time of execution of this contract, of an exact copy hereof completely filled in.

# **GUARANTEES BY THE AWARDED BIDDER**

- 47. The awarded bidder guarantees:
  - a. Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other awarded bidders.
  - c. To maintain adequate insurance coverage to protect Erie 1 BOCES from loss in case of accident fire, theft, etc.
  - d. That all deliveries will be equal to the accepted bid sample.
  - e. That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
  - f. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the awarded bidder agrees to replace the unit or the part affected without cost to Erie 1 BOCES.
  - g. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the awarded bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment

(one year from the date of acceptance of the replacement). The bidder shall make any such replacement immediately upon receiving notice from Erie 1 BOCES.

# **SAMPLES**

- 48. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
- 49. Erie 1 BOCES reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, Erie 1 BOCES may reject the bid; or, if award has been made, cancel the contract at the expense of the awarded bidder.
- 50. Samples, when required, must be submitted in accordance with instructions otherwise, bid may not be considered. If samples are requested after bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration.
- 51. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries.
- 52. Erie 1 BOCES will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove sample. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and Erie 1 BOCES shall have the right to dispose of them as its own property.
- 53. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in Erie 1 BOCES. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

# **DELIVERY**

- 54. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days for equipment or machinery).
  - a. The decision of Erie 1 BOCES as to reasonable compliance with delivery terms shall be final.
  - b. Burden of proof of delay in receipt of order shall rest with the awarded bidder.
  - c. Failure to deliver because of delayed payments or for any other reason, except that described in Paragraph 52 will be cause for open market purchase at the expense of the awarded bidder.
- 55. Erie 1 BOCES will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of Erie 1 BOCES shall govern.

- 56. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
- 57. The awarded bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving Erie 1 BOCES' Center will note for the benefit of awarded bidder when packages are not received in good condition.
- 58. Unless otherwise stated in the specifications, all items must be delivered and placed at a point within the building as directed by the shipping instructions or the agent for Erie 1 BOCES. The awarded bidder will be required to furnish proof of delivery in every instance.
- 59. Unloading and placing of the equipment and furniture is the responsibility of the awarded bidder, and Erie 1 BOCES accepts no responsibility for unloading and placing of equipment.
  - a. Any costs incurred due to the failure of the awarded bidder to comply with this requirement will be charged to him. No help for unloading will be provided by Erie 1 BOCES, and suppliers should notify their truckers accordingly.
- 60. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
  - a. Contract Number and /or Purchase Order Number
  - b. Name of Article and Item Number
  - c. Quantity
  - d. Name of the awarded bidder
- 61. Carton shall be labeled with purchase order or contract number, awarded bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
- 62. Payment for the used portion of an inferior delivery may be made by the ordering center on an adjusted price basis.
- 63. Payment will be made only after correct presentation claim forms are obtained from the ordering center.
- 64. Payments of any claim shall not preclude the ordering center from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

# **INSTALLATION OF EQUIPMENT**

65. The awarded bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the awarded bidder unless otherwise specified.

- 66. Equipment, supplies, and materials shall be stored at the site only on the approval of Erie 1 BOCES and at the awarded bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
- 67. Work shall be progressed so as to cause the least inconvenience to Erie 1 BOCES and with proper consideration for the rights of other awarded bidders or workmen. The awarded bidder shall keep in touch with the entire operation and install his work promptly.
- 68. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
- 69. Equipment for trade-in shall be dismantled by the awarded bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the awarded bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

# **INVOICES**

70. Vendor must include the applicable purchase order number and bid item numbers on all invoices. Failure to do so may delay payment.

# CONTRACTUAL INDEMNIFICATION AND CONTRIBUTION

- 71. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify the ERIE 1 BOCES, its Board of Education, and its employees, agents and assigns, (hereinafter referred to collectively as the "ERIE 1 BOCES"), against any loss, cost, expense, liability or damage and will hold the ERIE 1 BOCES harmless from and pay any loss, cost, expense, liability or damage (including, without limitation, judgments, attorney's fees, court costs and the cost of appellate proceedings,) which the ERIE 1 BOCES incurs because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the work or services required of the Contractor under this Agreement and/or any acts or omission of the Contractor or any of its officers, directors, employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Agreement, whether such injuries to person or damage to property are due to any negligence of the ERIE 1 BOCES, its employees or agents or any other person.
  - a. The Contractor's duty to indemnify shall also require the Contractor to pay and reimburse the ERIE 1 BOCES for all court costs, cost of appellate proceedings, disbursements and attorneys' fees that the ERIE 1 BOCES may incur in the enforcement or prosecution of its indemnity rights against the Contractor.
  - b. Whenever the ERIE 1 BOCES is prohibited from obtaining contractual indemnification under this Agreement by reason of the General Obligations Law of New York, the Contractor further agrees that it will contribute to the payment and satisfaction of all judgments entered against the ERIE 1 BOCES, in proportion to the Contractor's relative culpability.
  - c. The rights and duties created by this provision shall be in addition to and not in limitation upon any common-law, statutory and other contractual rights that the ERIE 1 BOCES has against the Contractor, and shall continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement.

## SAFETY DELEGATION CLAUSE

- 72. As between Contractor and Erie 1 BOCES (Owner), the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs (including the provision of safety equipment and devices) in connection with the performance of the Work and services required under this Agreement.
  - **a.** Contractor shall comply with all applicable laws, ordinances, rules, regulations (including but not limited to 12 NYCRR 23, and federal OSHA regulations), as well as all lawful orders of public authorities related to safety of persons or property.

## MERGER, WRITTEN MODIFICATION AND NON-WAIVER CLAUSE

- 73. This Agreement represents the entire and integrated agreement between the Erie 1 BOCES and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.
  - a. This Agreement may be amended only by written instrument. All amendments and modifications of this Agreement must be in writing, signed by both parties.
  - b. The Erie 1 BOCES shall not be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

# **SAVING CLAUSE**

74. The awarded bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of pubic enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the awarded bidder and which by the exercise of reasonable diligence he is unable to prevent.

#### IRAN DIVESTMENT ACT

75. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Erie 1 BOCES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Erie 1 BOCES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Erie 1 BOCES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.CL-768 IMPLEMENTATION OF THE IRAN DIVESTMENT ACT PAGE 2 CL-768.docx

Erie 1 BOCES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

# ISP REQUIREMENTS INTERNET ACCESS SERVICE (E15-IAC0120)

<u>PLEASE NOTE:</u> Questions specific to a BOCES (RIC) should be directed, in writing only, to the BOCES (RIC) contact person noted on Attachment "A".

# **SCOPE OF WORK**

It is the intention of the Erie 1 BOCES to receive proposals for Internet Service Provider services on behalf of several BOCES Regional Information Centers (RIC's) in New York State (see below). Each BOCES RIC will evaluate their individual section of the RFP and will contract individually with the service provider(s). Since most RIC's currently have an Internet Service Provider (ISP) in place, the provider will need to be flexible in allowing each RIC to "sign-on" when their current contract expires.

BOCES RIC LOCATIONS - See Attachment "A" for contact, address and phone number

# **LOCATION(S)**

A-1, A-2.	Erie 1 BOCES - WNYRIC
В.	Madison-Oneida BOCES – MORIC
C-1, C-2.	Monroe 1 BOCES
D-1, D-2.	Greater Southern Tier BOCES - GSTRIC
E-1, E-2.	Wayne-Finger Lakes BOCES
F-1, F-2.	Southern Westchester BOCES – LHRIC
G.	Capital Region BOCES – NERIC

# **REQUIREMENTS**

- 1. Vendor must guarantee pricing for at least one year from "sign-on" date.
- 2. Vendor does <u>not</u> need to respond for all BOCES RIC sites.
- 3. Vendor must outline discount structure if multiple BOCES RIC's contract for ISP service in the same year.
- 4. Six (6) copies of the response must be provided.
- 5. Vendor must provide a **Service Level Agreement** as part of the proposal.
- 6. Vendor must breakout installation, Internet service costs including local loop and Internet service cost without local loop if they allow a customer provided local loop.
- 7. Pricing shall be on an annual basis, inclusive of all discounts.
- 8. All pricing shall be inclusive of surcharges, taxes, etc. If pricing is **not** inclusive of surcharges, taxes, etc., clearly note the exception and list all possible surcharges and taxes.
- 9. Submit pricing for one (1), two (2) and three (3) year terms.
- 10. Vendor must provide backup DNS service description.
- 11. Vendor must detail procedures for 24/7, real time, direct telephone and email access to live technicians in provider's support center via a toll free number.
- 12. Vendor must respond in writing to all questions in attachment "B".

13. Vendor shall provide a copy of any proposed contract.

# The following must be included in all proposed contracts.

- 13.1 a **EXECUTORY CLAUSE** The contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the agreement, and no liability shall be incurred beyond the amount of such monies. The full faith and credit of BOCES is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any public employer or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contact.
  - b This agreement is further subject to annual cancellation by BOCES as the result of the withdrawal of a request for the service program, which makes use of the object of this lease.
- 13.2 **CANCELLATION** BOCES shall have the right to terminate the agreement in the event of a vendor's failure to cure any default or breach of this agreement within thirty (30) days written notice (subject to the Force Majeure provisions of item #15 below).
- 13.3 **FORCE MAJEURE** If the performance of the respective obligations of Provider shall be prevented or interfered with by reason of an event of Force Majeure, then provider shall not be liable to BOCES for its failure to perform such obligations here under. A Force Majeure shall mean unusually severe weather, explosion, accident, an Act of God or public enemy, riot or civil disturbance, or order of any court of competent jurisdiction, not foreseeable, preventable or within the control of the provider. In such event BOCES shall not be required to make any payment until provider is in compliance with this agreement.

#### Location A-1: Erie 1 BOCES at 355 Harlem Rd. West Seneca, NY 14224

1.a.1. Installation (includes pro		port at service provider)	
1.a.2. Service (5000Mb daily a annual with local loop		bit burst): ; 2 year \$	; 3 year
1.a.3. Service (5000Mb daily a annual without local by	average with 10 giga loop 1 year \$	bit burst):; 2 year \$	;3
1.a.4. Service (burst above 500 annual \$		; 2 year \$	; 3 year
1.a.5. Service additional per 10  annual  \$		; 2 year \$	; 3 year
1.b.1. Installation (includes pro		port at service provider)	
1.b.2. Service (Next service le gigabit burst):  annual with local loop		•	
\$1.b.3. Service (Next service le gigabit burst):	vel with pricing brea	k, minimally 6000Mb da	nily average with 10
\$		; 2 year \$	; 3 year
1.b.4. Service (burst above que annual \$		above 6000Mb) ; 2 year \$	; 3 year

# 1.d.1 Handoff Required: 10 Gigabit Ethernet — Erie 1 BOCES expects local loop to be provisioned as "dark fiber" with normal db loss expectations for distance of 10 miles.

- Burstable Rate: The Internet service capacity requested is a five hour daily average calculated between the hours of 9:00 AM to 2:00 PM. Internet capacity must be able to burst above the expected daily average up to ten gigabit. The service must not be capped in any manner, except by the physical capacity of the 10 Gigabit Ethernet connection.
- Vendor is to provide 10Gb port and GBIC at PoP, BOCES to provide 10Gb port and GBIC at customer location.

- POP location is 350 Main St, Buffalo, NY 14202. Any vendor not providing local loop must be able to provide access at this POP location for bid to be considered.
- Vendor must state policy and price for emergency increase of capacity (double service level), allowing BOCES disaster recovery of other data center (outage lasting from days to months).
- Erie BOCES is eligible for Quilt Authorized Buyer status, Quilt Authorized Providers should respond with Quilt Pricing.

1.a.1. Installation (include \$		it port at service provider)	
1.a.2. Service (1000Mb o annual with loca		gabit burst):; 2 year \$	; 3 year
1.a.3. Service (1000Mb o annual without) year \$	local loop 1 year \$	gabit burst):; 2 year \$	; 3
1.a.4. Service (burst above annual \$		; 2 year \$	; 3 year
1.a.5. Service additional annual \$	per 1000Mb 1 year \$	; 2 year \$	; 3 year
1.c.1. Installation (includes)		it port at service provider)	
gigabit burst):		eak, minimally 2000Mb da	
gigabit burst):		eak, minimally 2000Mb d	-
1.c.4. Service (burst above annual) \$	1 year \$	; 2 year \$	
1		of Evic 1 DOCES over one	

- 1.d.1 Handoff Required: 10 Gigabit Ethernet Erie 1 BOCES expects local loop to be provisioned as "dark fiber" with normal db loss expectations for distance of 10 miles.
  - Burstable Rate: The Internet service capacity requested is a five hour daily average calculated between the hours of 9:00 AM to 2:00 PM. Internet capacity must be able to burst above the expected daily average up to ten gigabit. The service must not be capped in any manner, except by the physical capacity of the 10 Gigabit Ethernet connection.
  - Vendor is to provide 10Gb port and GBIC at PoP, BOCES to provide 10Gb port and GBIC at customer location.
  - POP location is 240 Scott St, Buffalo, NY 14204. Any vendor not providing local

# loop must be able to provide access at this POP location for bid to be considered.

- Vendor must state policy and price for emergency increase of capacity (double service level), allowing BOCES disaster recovery of other data center (outage lasting from days to months).
- Erie BOCES is eligible for Quilt Authorized Buyer status, Quilt Authorized Providers should respond with Quilt Pricing.

# Location B: Madison Oneida BOCES – MORIC

1.a.1. Installation \$			
1.a.2. Service (2000Mb) annual with loc	al loop: ; 2 year \$	; 3 year \$	
1.a.3. Service (2000Mb) annual without 1 year \$	local loop: ; 2 year \$	; 3 year	
\$			
1.b.1. Installation		\$	<del></del>
1.b.2. Service (2300Mb) annual with loc 1 year \$		; 3 year \$	
1.b.3. Service (2300Mb) <b>annual without</b> 1 year \$	local loop: ; 2 year \$	; 3 year	
1.c.1. Installation			
1.c.2. Service (2600Mb) annual with local 1 year \$	al loop: ; 2 year \$	; 3 year \$	
\$	; 2 year \$		
1.d.1. Installation			
1.d.2. Service (3000Mb) annual with local year \$		; 3 year \$	
1.d.3. Service (3000Mb) <b>annual without</b> 1 year \$	local loop: ; 2 year \$	; 3 year	
1.e.1. Installation			
1.e.2. Service (3500Mb) annual with loca		; 3 year \$	
1.e.3. Service (3500Mb) <b>annual without</b> 1 year \$	local loop: ; 2 year \$	; 3 year	
1.f.1. Installation			

\$				
1.f.2. Service (4000	Mb) annual with loca	l loop:		
	1 year \$	; 2 year \$	; 3 year \$	
1.f.3. Service (4000	Mb) <b>annual without l</b>	_		
	1 year \$	; 2 year \$	; 3 year	
\$				

1.g.1. Installation \$				
1.g.2. Service (4500N	Mb) annual with loc	al loop:		
	1 year \$	; 2 year \$	; 3 year \$	
1.g.3. Service (4500N	Mb) annual without	local loop:		
· ·		; 2 year \$	; 3 year	
\$	_			
1.h.1. Installation				
1.h.2. Service (5000N	Mb) annual with loc	al loop:		
	1 year \$	; 2 year \$	; 3 year \$	
1.h.3. Service (5000N	Mb) <b>annual without</b>	local loop:		
`	1 year \$	; 2 year \$	; 3 year	
\$	_			

1.i.1. Handoff Required: Gigabit Ethernet, Full BGP peering required, IPv6 transport desired

# Location C-1: Monroe 1 BOCES at 11 Linden Park Rochester, NY 14625

1.a.1. Installation \$			
1.a.2. Service (500Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year	
1.a.3. Service additional annual per megabit 1 year \$ \$	; 2 year \$	; 3 year	<u> </u>
1.b.1. Installation \$			
1.b.2. Service ( <b>1000Mb) annual with local loop</b> 1 year \$	; 2 year \$	; 3 year	
1.b.3. Service (1000Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year	
1.b.4. Service <b>additional annual per megabit</b> 1 year \$ \$			
1.c.1. Installation \$			
1.c.2. Service (2000 <b>Mb) annual with local loop</b> 1 year \$\$	; 2 year \$	; 3 year	
1.c.3. Service (2000 <b>Mb) annual without local loop</b> 1 year \$\$	; 2 year \$	; 3 year	
1.c.4. Service additional annual per megabit 1 year \$ \$	; 2 year \$	; 3 year	_
1.d.2. Service (500Mb with burst to 2Gb) <b>annual with local loop:</b> 1 year \$; 2	2 year \$	; 3 year	
1.e.1. Handoff Required: Gigabit Ethernet 1000BaseT or 10	gig SR as appropri	ate	
1.e.2. Full BGP peering required, IF	Pv6 transport desire	ed	

Burstable Rate: The Internet service capacity requested is a five hour daily average calculated between the hours of 9:00 AM to 2:00 PM. Internet capacity must be able to burst above the

expected daily average up to one gigabit. The service must not be capped in any manner, except by the physical capacity of the Gigabit Ethernet connection.

Internet2 Quilt: Monroe 1 BOCES is eligible for Quilt Authorized Buyer status, Quilt Authorized Providers should respond with Quilt Pricing

# **Location C-2: Monroe 1 BOCES at 41 O'Connor Rd Fairport, NY 14450**

1.a.1. Installation \$			
1.a.2. Service (500Mb) annual with local loop 1 year \$ \$	; 2 year \$	; 3 year	
1.a.3. Service additional annual per megabit 1 year \$	; 2 year \$	; 3 year	
1.b.1. Installation \$			
1.b.2. Service (1000Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year	
1.b.3. Service (1000Mb) annual without local loop 1 year \$\$	; 2 year \$	; 3 year	
1.b.4. Service additional annual per megabit 1 year \$			
1.c.1. Installation \$			
1.c.2. Service (2000 <b>Mb) annual with local loop</b> 1 year \$\$	; 2 year \$	; 3 year	
1.c.3. Service (2000 <b>Mb) annual without local loop</b> 1 year \$	; 2 year \$	; 3 year	
1.c.4. Service additional annual per megabit 1 year \$	; 2 year \$	; 3 year	
1.d.2. Service (500Mb with burst to 1Gb) annual with local loo 1 year \$	<b>p:</b> _; 2 year \$	; 3 year	
1.e.1. Handoff Required: Gigabit Ethernet 1000BaseT or			
1.e.2. Full BGP peering required	, IPv6 transport desir	ed	

Burstable Rate: The Internet service capacity requested is a five hour daily average calculated between the hours of 9:00 AM to 2:00 PM. Internet capacity must be able to burst above the expected daily average up to one gigabit. The service must not be capped in any manner, except

by the physical capacity of the Gigabit Ethernet connection.

Internet2 Quilt: Monroe 1 BOCES is eligible for Quilt Authorized Buyer status, Quilt Authorized Providers should respond with Quilt Pricing

# Location D-1: Greater Southern Tier BOCES 459 Philo Rd. Elmira NY, 14903

1.a.1. Installation \$			
1.a.2. Service (250Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.a.3. Service (250Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$	
1.b.1. Installation \$			
1.b.2. Service (300Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.b.3. Service (300Mb) annual without local loop 1 year \$			
1.c.1. Installation \$			
1.c.2. Service (350Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.c.3. Service (350Mb) annual without local loop 1 year \$			
1.d.1. Installation \$			
1.d.2. Service (400Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.d.3. Service (400Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year	
1.e.1. Installation \$			
1.e.2. Service (500Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.e.3. Service (500Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$	
1.f.1. Installation \$			
1.f.2. Service (600Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.f.3. Service (600Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$	

1.g.1. Installation \$			
1.g.2. Service (700Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.g.3. Service (700Mb) <b>annual without local loop</b> 1 year \$\$	; 2 year \$	; 3 year	

1.h.2. Service (1000Mb) annual with local loop 1 year \$	: 2 year \$	: 3 year \$
1.h.3. Service (1000Mb) annual without local loop 1 year \$ \$		
1.i.1. Handoff Required: Ethernet		

### Location D-2: Elmira Central School District 933 Hoffman Street Elmira NY, 14905

1.a.1. Installation \$			
1.a.2. Service (100Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.a.3. Service (100Mb) annual without local loop 1 year \$			
1.b.1. Installation			
1.b.2. Service (200Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.b.3. Service (200Mb) annual without local loop 1 year \$\$	; 2 year \$	; 3 year	
1.c.1. Installation \$			
1.c.2. Service (250Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.c.3. Service (250Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$	
1.d.1. Installation			
1.d.2. Service (300Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.d.3. Service (300Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year	
1.e.1. Installation			
1.e.2. Service (350Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.e.3. Service (350Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$	
1.f.1. Installation			
1.f.2. Service (400Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$	
1.f.3. Service (400Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$	

### 1.g.1. Handoff Required: Ethernet

### **Location D-3: Coopers Education Center 9579 Vocational Drive, Painted Post, NY 14870**

1.a.1. Installation \$		
1.a.2. Service (100Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$
1.a.3. Service (100Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$
1.b.1. Installation		
1.b.2. Service (200Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$
1.b.3. Service (200Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year
1.c.1. Installation		
1.c.2. Service (250Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$
1.c.3. Service (250Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$
1.d.1. Installation		
1.d.2. Service (300Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$
1.b.3. Service (300Mb) annual without local loop 1 year \$	; 2 year \$	
1.e.1. Installation		
1.e.2. Service (350Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$
1.e.3. Service (350Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$
1.f.1. Installation \$		
1.f.2. Service (400Mb) annual with local loop 1 year \$	; 2 year \$	; 3 year \$
1.f.3. Service (400Mb) annual without local loop 1 year \$	; 2 year \$	; 3 year \$
1.g.1. Handoff Required: Ethernet		

# Location E-1: Wayne-Finger Lakes at 7115 West Main St. Leroy, NY 14482

1.a.1. Installation		
1.a.2. Service (1000Mb) annual with local loop: 1 year \$	_; 2 year \$	_; 3 year \$
1.a.3. Service (1000Mb) annual without local loop:  1 year \$	_; 2 year \$	_; 3 year \$
1.b.1. Installation		
1.b.2. Service (1500Mb) annual with local loop: 1 year \$	_; 2 year \$	_; 3 year \$
1.b.3. Service (1500Mb) <b>annual without local loop:</b> 1 year \$	_; 2 year \$	_; 3 year \$
1.c.1. Installation \$		
1.c.2. Service (2000Mb) annual with local loop: 1 year \$	_; 2 year \$	_; 3 year \$
1.c.3. Service (2000Mb) annual without local loop:  1 year \$	_; 2 year \$	_; 3 year \$
1.d.1. Installation		
1.d.2. Service (2500Mb) annual with local loop:  1 year \$	_; 2 year \$	_; 3 year \$
1.d.3. Service (2500Mb) <b>annual without local loop:</b> 1 year \$		
1.e.1. Installation		
1.e.2. Service (3000Mb) annual with local loop: 1 year \$	_; 2 year \$	_; 3 year \$
1.e.3. Service (3000Mb) annual without local loop:  1 year \$	_; 2 year \$	_; 3 year \$
1.f.1. Handoff Required: Gigabit Ethernet 1000	BaseT or 10gig SR as a	appropriate
1.f 2. Full B	GP peering required	

# Location E-2: Wayne-Finger Lakes at 131 Drumlin Court, Eisenhower Building, Newark, NY 14513 1.a.1. Installation \$ 1.a.2. Service (1000Mb) annual with local loop: 1 year \$ ; 2 year \$ ; 3 year \$ 1.a.3. Service (1000Mb) annual without local loop: 1 year \$ ; 2 year \$ ; 3 year \$ 1.b.1. Installation 1.b.2. Service (1500Mb) annual with local loop: 1 year \$\_\_\_\_\_\_; 2 year \$\_\_\_\_\_\_; 3 year \$ 1.b.3. Service (1500Mb) annual without local loop: 1 year \$\_\_\_\_\_\_; 2 year \$\_\_\_\_\_\_; 3 year \$\_\_\_\_\_ 1.c.1. Installation 1.c.2. Service (2000Mb) annual with local loop: 1 year \$ ; 2 year \$ ; 3 year \$ 1.c.3. Service (2000Mb) annual without local loop: 1 year \$\_\_\_\_\_\_; 2 year \$\_\_\_\_\_\_; 3 year \$\_\_\_\_\_ 1.d.1. Installation 1.d.2. Service (2500Mb) annual with local loop: 1 year \$ ; 2 year \$ ; 3 year \$ 1.d.3. Service (2500Mb) annual without local loop: 1 year \$\_\_\_\_\_\_; 2 year \$\_\_\_\_\_\_; 3 year \$\_\_\_\_\_ 1.e.1. Installation 1.e.2. Service (3000Mb) annual with local loop: 1 year \$ ; 2 year \$ ; 3 year \$ 1.e.3. Service (3000Mb) annual without local loop: 1 year \$ ; 2 year \$ ; 3 year \$

#### 1.f.1. Handoff Required: Gigabit Ethernet 1000BaseT or 10gig SR as appropriate

1.f.2. Full BGP peering required

### **Location F-1: Southern Westchester BOCES**

Lower Hudson Regional Info Center 450 Mamaoneck Ave. Harrison, NY 10528

1.a.1. Installation \$				
1.a.2. Service (3000Mb			; 3 year \$	
1.a.3. Service (3000Mb	) annual without local	loop:	; 3 year \$	
1.b.1. Installation				
1.b.2. Service (5000Mb			; 3 year \$	
1.b.3. Service (5000Mb	) annual without local	loop:	; 3 year \$	
1.c.1 Handoff Requi	ired: (1 GIG or 10 GIC	G Handoff) Gigabit Eth	ernet	
1.c.2.	1	Full BGP peering requi	ired	

# Location F-2: Rockland BOCES 65 Parrot Rd. West Nyack, New York 10994

1.a.1. Installation		
1.a.2. Service (100Mb with burst to 1000Mb)	) annual with local loop:	; 3 year \$
1.a.3. Service (100Mb with burst to 1000Mb)		; 3 year \$
1 year \$	, 2 year \$	, 5 year \$
1.b.1. Installation \$		
1.b.2. Service (300Mb with burst to 1000Mb	) annual with local loop:	
		; 3 year \$
1.b.3. Service (300Mb with burst to 1000Mb	) annual without local loon:	
1 year \$	; 2 year \$	; 3 year \$
1.c.3. Service (1000Mb) annual without loc	; 2 year \$; al loop:	; 3 year \$; 3 year \$
1.d.1. Installation		
1.d.2. Service (2000Mb) annual with local le 1 year \$		; 3 year \$
1.d.3. Service (2000Mb) annual without loc	cal loop:	
1.e.1 Handoff Required: (1 GIG or 10 C	GIG Handoff) Gigabit Ether	rnet
1.e.2.	Full BGP peering require	ed

### Location G: Capital Region BOCES – NERIC

.a.2. Service (5000M	1b) annual with loca	al loop:	· 2 woor ©
	1 year \$	; 2 year \$	; 3 year \$
.a.3. Service (5000M	(b) annual without	local loop:	
	1 year \$	; 2 year \$	; 3 year
	_	local loop: ; 2 year \$	
.b.1. Installation			\$
.b.2. Service (6000M	Mb) annual with loc	al loop:	
	1 year \$	; 2 year \$	; 3 year \$
.b.3. Service (6000M	Mb) annual without	local loop:	
·	1 year \$	local loop: ; 2 year \$	; 3 year
	_		
.c.1. Installation			
Φ			
.c.2. Service (8000M	(b) annual with loca	al loop:	
	1 year \$	; 2 year \$	; 3 year \$
.c.3. Service (8000M	(b) annual without	local loop:	
	1 year \$	; 2 year \$	; 3 year
	_		

Full BGP peering required

1.d.2.

### **CHECKLIST FOR PROPOSALS**

Please submit **seven** (7) total copies of your proposal. Proposals shall be in the following order:

- 1. Pricing for each Regional Information Center (RIC) you wish to service shall be submitted in the section provided for that RIC (pages 4 15). Please refer to "REQUIREMENTS" items 1, 6, 7, 8, & 9 (page 2). Do <u>not</u> submit alternate pricing in these sections, but <u>do</u> clearly note exceptions as mentioned in "Requirements" item 8.
  - 2. Provide responses to Attachment "B" (items 1-19) in the order requested.
  - 3. Provide responses to "REQUIREMENTS" item #'s:
    - 3- discount structure.
    - 11- backup DNS description.
    - 11- support center procedures.
  - 4. Provide Service Level Agreement ("Requirements" item #5).
  - 5. Proposed contract ("Requirements" item #13).
  - 6. Provide a signed Noncollusive Statement, page 1 of Notice to Bidders doc.

# **Attachment "A"**

# **BOCES (RIC) REGIONAL INFORMATION CENTERS**

RIC/Address	Contacts	CURRENT	FUTURE
A-1 Erie 1 BOCES –WNYRIC 1st 355 Harlem Road West Seneca, NY 14224	Technical: Ron Ternowski 716-821-7049 rternowski@e1b.org	600 Mb daily average via 4 gigabit connection (for both locations)	Same as current
A-2 Erie 1 BOCES –WNYRIC 2nd 1500 Colvin Boulevard Buffalo, NY 14223	Admin: Tom Schiener 716-821-7426		
B. Madison Oneida BOCES 4973 Spring Road Verona, NY 13478	Technical: Eric Nicholas 315-361-2700 enicholas@moric.org Admin: Amanda Palmer 315-361-2817	1500 Mb (Time Warner Cable)	2000-5000 Mb
C-1 Monroe 1 BOCES 1 <sup>st</sup> 11 Linden Park Rochester, NY 14625	Technical: John Lydum 585-383-6424 john_lydum@boces.monroe.edu	1 Gb (Fiber Tech)	2 Gb
C-2 Monroe 1 BOCES 2 <sup>nd</sup> 41 O'Connor Rd Fairport, NY 14450	Admin: John Poland 585-383-2285 jp@monroe.edu	500 Mb (Time Warner Cable)	500Mb – 1 Gb

RIC/Address	Contacts	CURRENT	FUTURE
D-1. Greater Southern Tier BOCES Bldg 4 459 Philo Road Elmira, NY 14903	Technical Dan Wallenbeck 607-795-5338 dwallenbeck@gstboces. org	300 Mb	400 Mb – 1 Gb
<b>D-2.</b> Elmira Central School District 933 Hoffman Street Elmira, NY 14905	Admin: Steve Manning 607-795-5338 smanning@gstboces.org	100 Mb	200 Mb – 500 Mb
<b>D-3.</b> Coopers Education Center 9579 Vocational Drive Painted Post, NY 14870			
<b>E-1.</b> Wayne Finger Lakes BOCES 1st 7115 West Main St. Leroy, NY 14482	Technical: David Elliot 585-768-2492 x6604 delliott@edutech.org		
E-2 Wayne Finger Lakes BOCES 2nd 131 Drumlin Court Eisenhower Building Newark, NY 14513	Admin: Jeff Ginsberg 315-332-7262 jginsberg@edutech.org		
F-1 Lower Hudson RIC 1st Southern Westchester BOCES 450 Mamaroneck Ave. Harrison, NY 10528	Technical: Jim Amell 914 592-4203 x3285 jamell@lhric.org	2 Gig (Lightpath)	1 – 10 Gig
F-2 Lower Hudson RIC 2 <sup>nd</sup> Rockland BOCES 65 Parrot Rd. West Nyack, New York 10994	Admin: Robert Predgo 914 592-4203 x3351	100 Meg Burstable to 600 meg	Up to 1000 meg

RIC/Address	Contacts	CURRENT	FUTURE
G. NERIC 900 Waterviet-Shaker Road Suite 102 Albany, NY 12205	Administrative (Contact:	2 connections 4 GbE – TWTelecom 4 GbE - Cogent	2 connections 6 or 8 GbE – Vendor A 6 or 8 GbE – Vendor B

### Attachment "B"

- 1. Describe the engineering rules followed in adding capacity to the network.
- 2. Describe the policy on providing additional IP addresses.
- 3. Describe the number of peering relationships you have and with whom. The map should be as detailed as possible.
- 4. Describe the bandwidth in the network backbone, detailed for both national and regional to NY.
- 5. Describe any built-in redundancies to protect against network line or equipment failures.
- 6. Provide network up-time statistics for the past 12-month period.
- 7. Describe plans for this network to support QOS, multicasting, voice, IPV6, and video.
- 8. Describe the Network Operation Center (NOC) services, including problem tracking systems and customer web access.
- 9. Describe customer outage notification methods.
- 10. Must provide a definition of Tier 1 provider and provide explanation of their company's Tier 1 relationship.
- 11. Describe security standards and Internet abuse policies.
- 12. Describe the companies past history.
- 13. Describe optional services and costs, i.e. News, DNS, etc.
- 14. Does your service support BGP?
- 15. Provide NY State references.
- 16. Provide detailed description of each NY state POP infrastructure with bandwidth connections.
- 17. Provider must supply accurate map of their network in New York State and across the United States. Show current network and planned expansion.
- 18. Provide online, web accessible network utilization statistics for a 12 month period.
- 19. Does your service support IPV6?